

**MEMORANDUM OF UNDERSTANDING
ON
HEALTH AND MEDICAL SCIENCES COOPERATION
BETWEEN
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES OF
THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF SCIENCE AND TECHNOLOGY OF
THE PEOPLE'S REPUBLIC OF CHINA**

The Department of Health and Human Services (HHS) of the United States of America and the Ministry of Science and Technology (MOST) of the People's Republic of China (hereinafter referred to as "the Parties"),

Realizing the great potential brought forth by the development of science and technology in addressing health and medical issues in our two countries;

Guided by the willingness to strengthen existing cooperation and collaboration between their respective countries in the field of health and medical sciences;

Considering the strong traditions of biomedical research in the United States of America and the People's Republic of China;

With an aim to enhance and promote research and development in this field;

Have agreed to the following:

ARTICLE I

1. This Memorandum of Understanding (MOU) is subject to and governed by the *Agreement between the Government of the United States of America and the Government of the People's Republic of China on Cooperation in Science and Technology*, signed on January 31, 1979, amended and extended thereafter. (hereinafter referred to as the "Agreement")

2. The Parties intend to enhance and expand cooperative efforts in health and medical sciences according to the following general principles:

The Parties intend to conduct all activities in a spirit of partnership, mutual cooperation, and scientific excellence.

The cooperation provided for in this MOU does not affect relations currently established between institutions or individuals of the United States of America and the People's Republic of China. Rather, the Parties intend to identify new areas for joint activities and to avoid unnecessary duplication.

Joint activities, where possible, are expected to be coordinated with, or be supportive of, the activities and goals of other international health bodies, including the World Health Organization and specialized agencies and related organizations within the United Nations system.

ARTICLE II

The Parties plan to provide for an expansion of cooperation across a broad range of mutual interests. Initial efforts are to be directed at developing joint activities addressing common research interests in:

- HIV/AIDS and related infections
- Emerging and re-emerging infections (such as avian influenza and SARS)
- Complementary alternative, and traditional medicine
- Vaccine preventable diseases
- Neuroscience
- Mental illness, neurological disorders, substance abuse and addiction, and aging
- Epidemiological, clinical and laboratory research capacity-building
- Bioinformatics, computational and quantitative biology
- Tissue engineering and regenerative medicine
- Stroke, heart disease, and related chronic diseases and conditions and their major determinants
- Maternal and child health

Other specific areas may be identified from time to time by mutual consent of the Parties.

ARTICLE III

The methods of cooperation provided for in this MOU include, but are not limited to:

- Coordinated scientific programs and research projects
- Exchanges and training of scientists and delegations
- Information and technology sharing in support of research activities
- Information and academic exchanges concerning the sharing of best practices and
- Meetings, workshops, and scientific conferences

The Parties also intend to encourage and facilitate the establishment of direct relationships between other appropriate institutions and individuals in the two countries.

ARTICLE IV

For each area of cooperation, and initially for those areas identified in Article II, the Parties or their designees intend to identify an appropriate entity to take the lead in overseeing the practical implementation of activities. The appropriate entities of the two Parties shall be responsible for coordinating communications and activities with their counterparts and should be responsible for fulfilling mutually decided responsibilities.

The Parties and appropriate entities intend to consult with each other on a regular basis, reach consensus on proposals of joint research and development projects under this MOU and evaluate completed projects. The Parties and appropriate entities may hold meetings to discuss issues arising from the implementation of this MOU if necessary. Such meetings will be held in the United States of America and the People's Republic of China alternatively.

ARTICLE V

All activities undertaken pursuant to this MOU are to be conducted in accordance with the laws and regulations of the United States of America and the People's Republic of China and are subject to the availability of personnel, resources, and appropriated funds. The expenses arising from cooperative activities under this MOU will be covered by participants unless otherwise agreed.

The protection of intellectual property created or furnished in the course of activities under this MOU, the allocation of rights for such intellectual property, and business-confidential information obtained and/or exchanged pursuant to this MOU, will be governed by the provisions of Annex I of the Agreement.

Projects under this MOU are to be implemented based on consultations between the Parties and project arrangements signed by relevant participants.

ARTICLE VI

This MOU should enter into force upon signature by the designated representatives of both Parties and shall remain in force for a period of five (5) years. It may be extended for additional five-year periods by the mutual written consent of the Parties. This MOU may be amended by mutual written consent of the Parties. It may be terminated by either Party giving sixty (60) days written notice in advance.

Signed on April 18, 2006, in Washington, DC, in duplicate, in the English and Chinese languages, each text being equally authentic.

**FOR THE
DEPARTMENT OF HEALTH AND
HUMAN SERVICES
UNITED STATES OF AMERICA**

**FOR THE
MINISTRY OF SCIENCE AND
TECHNOLOGY
PEOPLE'S REPUBLIC OF CHINA**

The image shows two handwritten signatures on a horizontal line. The signature on the left is in cursive and appears to be 'Michael J. Smith'. The signature on the right is in Chinese characters, '孙志刚' (Sun Zhigang).